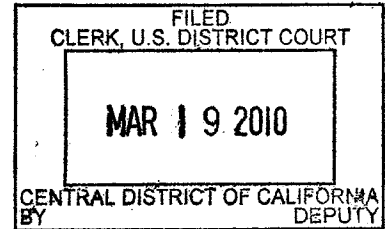


1. TROUTMAN SANDERS LLP
2. Kevin F. Kieffer, Bar No. 192193
3. kevin.kieffer@troutmansanders.com
4. 5 Park Plaza, Suite 1400
Irvine, CA 92614-2545
Telephone: 949.622.2700
Facsimile: 949.622.2739

5. Attorneys for Defendant
6. *Dominion Advertising, LLC*



7.
8. UNITED STATES DISTRICT COURT
9. CENTRAL DISTRICT OF CALIFORNIA

10.
11. AMI SERVICES, INC., doing
12. business as Yellow Pages Direct, a
California corporation,

13. Plaintiffs,

14. v.

15. DOMINION ADVERTISING, LLC,
16. a Virginia limited liability company;
and DOES 1 through 15, inclusive,

17. Defendants.

SACV10-00341 JVS MLGx
Case No.

NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. § 1441

18.
19.
20. TO THE CLERK OF THE ABOVE-ENTITLED COURT:

21. PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1332 and 1441,
22. Defendant Dominion Advertising, LLC ("Dominion") hereby removes to this Court
23. the state court action described below. Dominion states the following in support of
24. its Notice of Removal.

25. 1. Plaintiffs AMI Services, Inc. ("AMI") brought suit against Dominion
26. the Superior Court of the State of California for the County of Orange on or about
27. February 18, 2010 in the matter entitled AMI Services, Inc. v. Dominion
28. Advertising, LLC, et al., Orange County Superior Court Case No. 30-2010

1 00345605 (the "AMI Services Action"). A copy of the Orange County Superior
 2 Court file in the AMI Services Action is attached as Exhibit A. It includes copies
 3 of all process, pleadings and orders served upon Dominion in this action.

4 2. The AMI Services Action is a civil action in which this Court has
 5 original jurisdiction under 28 U.S.C. § 1332, and is one that may be removed to this
 6 Court by Dominion under the provisions of 28 U.S.C. § 1441(b).

7 3. This notice of removal of a civil action to the United States District
 8 Court for the Central District of California is filed within thirty (30) days after a
 9 defendant was served with a copy of the Summons and Complaint. Defendant
 10 Dominion was served with the Summons and Complaint on February 19, 2010.
 11 This Notice of Removal is being filed on March 19, 2010.

12 4. Although fictitious "Doe" defendants are listed on the Complaint, no
 13 other defendants (other than Dominion) have been properly named or served with
 14 the Complaint.

15 Diversity of Citizenship

16 5. This civil action is between citizens of different states.

17 6. AMI is, and was at the time of the filing of this action and notice of
 18 removal, a California corporation with its principal place of business in California
 19 and a citizen of the States of California within the meaning of 28 U.S.C. §
 20 1332(c)(1).

21 7. Dominion is, and was at the time of the filing of this action and notice
 22 of removal, a Virginia limited liability company with its principal place of business
 23 in Virginia and a citizen of the State of Virginia within the meaning of 28 U.S.C. §
 24 1332(c)(1).

25 8. The Complaint alleges that AMI is a California Corporation and that
 26 Dominion is a Virginia limited liability company. Complaint at ¶¶ 1-2.

27 9. 28 U.S.C. § 1441(a) provides, in relevant part, that "any civil action
 28 brought in a State court of which the district courts of the United States have

1 original jurisdiction, may be removed by the defendant . . . to the district court of
 2 the United States for the district and division embracing the place where such action
 3 is pending.” Orange County, California is within this district and division.

4 Amount in Controversy

5 10. The amount in controversy in this matter exceeds the sum of \$75,000,
 6 exclusive of interest and costs. AMI seeks a variety of damages from Dominion.
 7 See Complaint at ¶¶ 15, 16, 19, 20-22. AMI alleges that “[a]s a result of Defendant
 8 DOMINION’s breach of the 2009 Agreement and the subsequent agreement
 9 regarding the negotiated transfer fee, Plaintiff AMI has suffered damages in an
 10 amount in excess of \$805,806.84.” Complaint at ¶ 22. According to AMI, this sum
 11 includes “Defendant DOMINION’s outstanding balance of \$599,364.51, lost
 12 commissions to Plaintiff AMI of at least \$134,580.53, lost bonuses earning to
 13 Plaintiff AMI of at least \$24,375.00, and the 1.5% transfer fee of at least
 14 \$47,486.80.” Complaint at ¶22.

15 11. In addition to damages for breach of contract (and common count),
 16 AMI also alleges that AMI is entitled to attorneys’ fees and costs. Complaint at
 17 ¶27.

18 12. Based on the above facts, it is apparent that the amount in controversy
 19 exceeds \$75,000.

20 13. 28 U.S.C. § 1332(a) provides, in relevant part, that “[t]he district
 21 courts shall have original jurisdiction of all civil actions where the matter in
 22 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs,
 23 and is between: (1) citizens of different States”

24 14. Consequently, this Court has original jurisdiction over this matter
 25 pursuant to 28 U.S.C. §1332, because the matter in controversy exceeds the sum of
 26 \$75,000, exclusive of interest and costs, and is between citizens of different states.
 27
 28

TROUTMAN SANDERS LLP
 5 PARK PLAZA
 SUITE 1400
 IRVINE, CA 92614-2545

Written Notice of Removal

15. Written notice of the filing of this Notice of Removal is being served on counsel for Plaintiffs on March 19, 2010, and a copy of this Notice of Removal is being filed with the Clerk of the Superior Court of California, in and for the County of Orange.

Joinder of All Defendants


16. Dominion is the only defendant named in the Complaint (other than fictitious "Doe" defendants). No other defendant has been properly named or served with the Complaint.

17. This notice is being filed without prejudice to the objections and defenses of Dominion.

WHEREFORE, Defendant Dominion Advertising, LLC respectfully requests removal of this case to the United States District Court for the Central District of California.

Dated: March 19, 2010

Respectfully submitted,
TROUTMAN SANDERS LLP

By: 
Kevin F. Kieffer

Attorneys for Defendant
Dominion Advertising, LLC

TROUTMAN SANDERS LLP
5 PARK PLAZA
SUITE 1400
IRVINE, CA 92614-2545

EXHIBIT A

SUMMONS (CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT: DOMINION ADVERTISING, LLC, a
(AVISO AL DEMANDADO): Virginia limited liability
company; and DOES 1 through 15, inclusive

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 18 2010

ALAN CARLSON, Clerk of the Court

BY: L YU DEPUTY

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

AMI SERVICES, INC., doing business as Yellow Pages
Direct, a California corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Le han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de demanda. Tiene que pagar el gravamen de la corte antes de que la corte pueda desochar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Orange County Superior Court
700 Civic Center Drive West

Santa Ana, CA 92701

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Stephen E. Blaine, Esq. (SEN 93522)

Callahan & Blaine, APC

3 Hutton Centre Drive, Ninth Floor

Santa Ana, CA 92707

DATE: FEB 18 2010

(Fecha)

ALAN CARLSON

Clerk, by

(Secretario)

IMELDA YU

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación, use el formulario Proof of Service of Summons. (POS-010)).

NOTICE TO THE PERSON SERVED: You are served.

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Dominion Advertising, LLC, a
Virginia limited liability company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): limited liability company

4. ☐ by personal delivery on (date):

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Stephen E. Blaine, Esq. (SBN 93529) David J. Darnell, Esq. (210166) Callahan & Blaine, APLC 3 Hutton Centre Drive, Ninth Floor Santa Ana, CA 92707 TELEPHONE NO.: (714) 241-4444 FAX NO.: (714) 241-4445 ATTORNEY FOR (Name): Plaintiff: AMI SERVICES, INC.		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER <div style="font-size: 1.5em; font-weight: bold; margin: 10px 0;">FEB 18 2010</div> ALAN CARLSON, Clerk of the Court BY: _____ (YH) DEPUTY <div style="font-size: 1.5em; font-weight: bold; margin: 10px 0;">30-2010</div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold; margin: 10px 0;">00345605</div> JUDGE: <div style="font-size: 1.2em; font-weight: bold; margin: 10px 0;">JUDGE GREGORY MUNOZ</div>	
CASE NAME: AMI Services, Inc. v. Dominion Advertising		DEPT. C13	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filled with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/IPD/WD (23) Non-P/IPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/IPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above-listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Two (2)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: February 18, 2010
- Stephen E. Blaine, Esq. (SBN 93529)
- (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code) (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Legal
Solutions
LLP

Cal. Rules of Court, rules 2.20, 3.220, 3.400-3.403, 3.740,
 Cal. Standards of Judicial Administration, and 3.10

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address): Telephone No.: _____ Fax No. (Optional): _____ E-Mail Address (Optional): _____ ATTORNEY FOR (Name): _____ Bar No: _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input checked="" type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 761 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92638-0500 <input type="checkbox"/> West - 8141 13 th Street, Westminster, CA 92683-0500	
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____	
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION	CASE NUMBER: _____

Plaintiff(s)/Petitioner(s), _____

and defendant(s)/respondent(s), _____

agree to the following dispute resolution process:

- ☐ Mediation
- ☐ Arbitration (must specify code)
- ☐ Under section 1141.11 of the Code of Civil Procedure
- ☐ Under section 1280 of the Code of Civil Procedure
- ☐ Neutral Case Evaluation
- ☐ Other (specify): _____

The ADR process must be completed no later than 90 days after the date of this Stipulation.

- ☐ Plaintiff(s)/Petitioner(s) and defendant(s)/respondent(s) further agree as follows:
- _____

- ☐ The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court rule 3.720 et seq.

Date: _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: _____ (SIGNATURE OF DEFENDANT OR ATTORNEY) (SIGNATURE OF DEFENDANT OR ATTORNEY)

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

Approved for Optional Use
L1270 (Rev February, 2008)

California Rules of Court, rule 3.221

SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE

ADR Information

Introduction.

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION.

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- Institute for Conflict Management (714) 288-5600
- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198
- Fair Housing Council of Orange County (714) 569-0827

For information on the Superior Court of California, County of Orange court ordered arbitration program, call (714) 834-3774 or refer to Local Rules 360 and 446.

The Orange County Superior Court is offering pilot programs for Civil Mediation and Early Neutral Evaluation (ENE) for civil cases filed at the Central Justice Center. For the Civil Mediation pilot program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at www.occourts.org, or by calling (714) 834-5309.

SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY – CENTRAL JUSTICE CENTER
CIVIL DEPARTMENT CALENDAR SCHEDULING CHART
 Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207
 Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C19	MARGINES 657-622-5219	Wednesday 1:30 p.m. NOTE: Due to Court Closure on the third Wednesday of the month, Motions are heard on Thursday at 1:30 p.m.	Daily 1:30 p.m.	10:00 a.m.	10:30 a.m.	No	Notice must be given to opposing party by 10:00 a.m. day before ex parte hearing.
C21	MCEACHEN 657-622-5221	Tuesday 1:30 p.m.	M, T, W, Th 9:00 a.m.	12:00 p.m.	3:00 p.m.	yes	
C14	MILLER 657-622-5214	Tuesday 1:30 p.m.	T, W, Th, F 8:30 a.m.	9:00 a.m.	4:00 p.m. if day prior to the Ex Parte hearing is Monday-Thursday; 3:00 P.M. if day prior to the Ex Parte hearing is Friday.	Yes - noon day of hearing	If Monday is a holiday, law and motion is heard on Thursday at 1:30 p.m. NOTE: for L&M, Dept. C14 requires parties call the dept. to check availability of a motion date prior to filing their motion by calling (657) 622-5214. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5214 to reserve a date no later than noon, the day prior to the hearing. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310) 914-7884 or (888) 88-COURT.
C12	MOBERLY 657-622-5212	Friday 1:30 p.m.	M, T, W, Th, 1:30 p.m.	Noon	3:00 p.m.	Yes - 4:30 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5212 to reserve a date no later than noon, the day prior to the hearing.

SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY – CENTRAL JUSTICE CENTER
CIVIL DEPARTMENT CALENDAR SCHEDULING CHART
 Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207
 Court Local Rules are located at www.occourts.org

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C16	MONROE 657-622-5216	Tuesday 2:00 p.m.	T, W, Th 8:30 a.m.	Noon	4:00 p.m. if day prior to the Ex Parte hearing is Monday-Thursday; 3:00 P.M. if day prior to the Ex Parte hearing is Friday.	Yes - by 4:00 p.m. the day before	If Monday is a holiday, law and motion is heard on Thursday at 2:00 p.m.
C23	MOSS 657-622-5223	Friday 10:00 a.m.	Daily 8:30 a.m.	Not required	12:00 p.m.	Yes - by 4:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT
C13	MUÑOZ 657-622-5213	Thursday 2:00 pm	M, T, W, Th 8:30 a.m.	10:00 a.m.	Noon	Yes - by 4:00 p.m. the day before	
C64	MYERS 657-622-5264	Thursday Unlimited/ Opini 1:30 p.m. Limited 2:30 p.m.	M, T, W, Th 1:30 p.m. Fri 11:00 a.m. emergency only	4:00 p.m. if day prior to the hearing is Monday-Thursday; 3:00 P.M. if day prior to the hearing is Friday.	M, T, W, Th, 10:00 a.m. day of ex parte; Friday 9:00 a.m. day of ex parte	No	
C4	NAKAMURA 657-622-5204	Thursday 2:00 p.m.	M, T, W, Th 1:30 p.m.	24 hours, the day before the hearing	M, T, W, Th, 10:00 a.m. day of ex parte	Yes - by 4:00 p.m. the day before	Counsel must reserve a motion date with the courtroom, prior to setting the motion.
C32	PERK 657-622-5232	Friday 11:00 a.m.	M, T, W, Th 9:00 a.m.	Noon	10:00 a.m. the day of hearing	Yes - by 3:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT. If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.

CALLAHAN & BLAINE, APLC
 Daniel J. Callahan (Bar No. 91490)
 Stephen E. Blaine (Bar No. 93529)
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 3 Hutton Centre Drive, Ninth Floor
 Santa Ana, California 92707
 (714) 241-4444
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Attorneys for Plaintiff AMI SERVICES, INC.

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 CENTRAL JUSTICE CENTER

FEB 18 2010

ALAN CARLSON, Clerk of the Court

BY: I. YU DEPUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
30-2010

AMI SERVICES, INC., doing business as
 Yellow Pages Direct, a California corporation,

Plaintiff,

v.

DOMINION ADVERTISING, LLC, a Virginia
 limited liability company, and DOES 1 through
 15, inclusive,

Defendants.

CASE NO. 00345605

Assigned For All Purposes To:

Honorable **JUDGE GREGORY MUNOZ**
 Department: **DEPT. C13**

COMPLAINT FOR:

1. **BREACH OF CONTRACT; AND**
2. **COMMON COUNT**

Unlimited Jurisdiction

DEMAND FOR JURY TRIAL

Plaintiff AMI SERVICES, INC. doing business as Yellow Pages Direct hereby complains and alleges
 as follows:

INTRODUCTORY ALLEGATIONS

1. Plaintiff AMI SERVICES, INC. doing business as Yellow Pages Direct (hereinafter
 "Plaintiff AMI") is and at all times herein mentioned was a California corporation conducting business
 in the City of Huntington Beach, Orange County, California.

2. Defendant DOMINION ADVERTISING, LLC (hereinafter "Defendant DOMINION")
 is a Virginia limited liability company that has entered into contracts and done business in the City of

1 Huntington Beach, Orange County, California, and elsewhere.

2 3. Defendants DOES 1 through 15, inclusive, are sued herein under fictitious names.
 3 Their true names and capacities are unknown to Plaintiff AMI. When their true names and capacities
 4 are ascertained, Plaintiff AMI will amend this Complaint by inserting their true names and capacities
 5 herein. Plaintiff AMI is informed and believes and thereon alleges that each of the fictitiously-named
 6 Defendants is indebted to Plaintiff AMI on the obligation hereinafter described.

7 4. Plaintiff AMI is further informed and believes, and based thereon alleges that
 8 Defendants committed other wrongful acts or omissions of which Plaintiff AMI is presently unaware.
 9 Such acts are ongoing and will continue after the filing of this action. Plaintiff AMI will therefore seek
 10 leave of Court to Amend this Complaint when Plaintiff AMI discovers these other acts and/or
 11 omissions of the Defendants.

12 5. Plaintiff AMI is further informed and believes, and based thereon alleges that at all
 13 times relevant hereto, there existed a unity of interest and ownership between the DOE Defendants and
 14 Defendant DOMINION such that any individuality and separateness between them did not exist.
 15 Plaintiff AMI is further informed and believes, and based thereon alleges that each of the DOE
 16 Defendants controlled, dominated, managed and operated Defendant DOMINION and commingled
 17 personal assets and business assets to suit their convenience. In other words, Defendant DOMINION
 18 was a mere shell, instrumentality, conduit, or skeletal framework used by the DOE Defendants for
 19 personal purposes and the DOE Defendants are the alter egos of Defendant DOMINION. As a result,
 20 fraud and injustice would only be promoted by adherence to the fiction of the existence of the DOE
 21 Defendants as a separate party from Defendant DOMINION and therefore the DOE Defendants, and
 22 each of them, should not be able to evade justice by asserting the corporate veil or separateness from
 23 Defendant DOMINION.

24 6. Plaintiff AMI submits that jurisdiction and venue is proper in this Court. The amount
 25 in controversy exceeds the minimum jurisdictional amount and the relationships, agreements and
 26 conduct upon which these causes of action are based were entered into and performed or to be
 27 performed in Orange County, California. Defendant DOMINION thus had significant minimum
 28 contacts with the State of California - it entered into a contract with a local California company and

1 conducted business activities in Orange County, California. Additionally, most if not all of the
 2 evidence and witnesses with knowledge of facts relevant to this action are located in Orange County,
 3 California. Plaintiff AMI is also informed and believes and on that basis alleges that Defendant
 4 DOMINION employs a California resident as its "Director of Client Services" and that this local
 5 employee works out of Defendant DOMINION's satellite office in Orange County, California.
 6 Furthermore, both the 2006 agreement and the 2009 agreement between Plaintiff AMI and Defendant
 7 DOMINION expressly state: "This Agreement shall be construed and governed under the laws of the
 8 State of California. This Agreement is made and entered into and is to be performed in Huntington
 9 Beach, California; any litigation arising from or related to this Agreement shall be maintained
 10 exclusively in the County of Orange, California."

11 FACTUAL ALLEGATIONS

12
 13 7. Plaintiff AMI is in the business of developing marketing strategies and placing regional
 14 and national advertising with the Yellow Pages Association, an organization of publishers, marketers
 15 and suppliers responsible for producing yellow pages directories. As a Certified Marketing
 16 Representative for the Yellow Pages Association, Plaintiff is a certified member of a select group of
 17 marketing companies that is approved to place advertising with yellow pages publishers.

18 The 2006 Agreement

19 8. On or about July 1, 2006, Plaintiff AMI and Defendant DOMINION entered into a
 20 written agreement (the "2006 Agreement") whereby Defendant DOMINION agreed to pay Plaintiff
 21 AMI to place advertisements for Defendant DOMINION's clients in various yellow pages directories.
 22 In addition, as an incentive for Defendant DOMINION to place advertisements with Plaintiff AMI, the
 23 parties also entered into an "Incentive Addendum" whereby Plaintiff AMI agreed to share its
 24 commissions for advertisements from Defendant DOMINION at a rate of 65% for Defendant
 25 DOMINION's existing customers and 70% for Defendant DOMINION's new customers, as defined by
 26 the addendum, and also agreed to a 50/50 split of bonus earnings attributed to Defendant
 27 DOMINION's billings.

28 9. From July 2006 through approximately May 2009, the parties performed as required

1 under the 2006 Agreement.

2 *The 2009 Agreement:*

3 10. On or about June 1, 2009, Plaintiff AMI and Defendant DOMINION ADVERTISING,
4 LLC entered into a new written agreement (the "2009 Agreement") which modified the percentages of
5 their commission and bonus sharing structure such that after June 1, 2009, Defendant DOMINION
6 would receive 70% of the commission earned for its existing customers and 65% for its new customers
7 and the bonus earnings attributed to Defendant DOMINION's billings would be split with 67.5% to
8 Defendant DOMINION and 32.5% to Plaintiff AMI.

9 11. Under the 2009 Agreement, Defendant DOMINION accepted "full responsibility for
10 payment of all authorized advertising as billed under the terms outlines in this agreement," which was
11 defined to include the amount of all advertising charges plus any publisher extension or proration less
12 commissions. Defendant DOMINION further agreed to pay all such invoices within ten (10) days of
13 proof of publication and that late charges of interest at the rate of 1.5% per month would accrue 30
14 days thereafter.

15 12. The 2009 Agreement also made Plaintiff AMI the exclusive provider of Defendant
16 DOMINION's national yellow pages service orders for the duration of the one-year term of the 2009
17 Agreement, which ran through May 31, 2010.

18 13. In accordance with the terms of the 2009 Agreement, Plaintiff AMI placed
19 advertisements for clients of Defendant DOMINION in various yellow pages directories and did all
20 things reasonable and necessary in connection therewith. For this same period, Plaintiff AMI also
21 issued credits to Defendant DOMINION for its share of commissions and bonus earnings as required
22 by the 2009 Agreement.

23 14. Nevertheless, Defendant DOMINION has an outstanding balance owed to Plaintiff
24 AMI of \$599,364.51, which is the amount Defendant DOMINION agreed to pay under the 2009
25 Agreement (i.e., the amount of the advertising charges plus any publisher extension or proration less
26 commissions). Despite repeated demands for payment, Defendant DOMINION has refused to pay this
27 outstanding balance.

28 15. Additionally, in or about August 2009, Defendant DOMINION purported to cancel its

1 exclusive agreement with Plaintiff AMI and move its business elsewhere effective September 1, 2009.
 2 The 2009 Agreement, however, provides for an exclusive term through May 31, 2010 and states that
 3 "this Agreement cannot be cancelled except for a material breach of the terms and conditions herein
 4 after the non-performing party has been served written notice and fails to correct said non-performance
 5 within 10 days of said notice of default." At all times mentioned herein, Plaintiff AMI has performed
 6 as required and there is no contractual basis for Defendant DOMINION's purported cancellation of the
 7 2009 Agreement. As a result of Defendant DOMINION's premature and wrongful cancellation of the
 8 2009 Agreement, Plaintiff AMI has lost commissions of at least \$134,580.53 and lost bonus earnings
 9 of at least \$24,375.00.

10 16. Further, in or about November 2009, Defendant DOMINION obtained its own
 11 certification as Certified Marketing Representative and thereafter demanded the transfer of all of
 12 Defendant DOMINION's client accounts that had previously been serviced through Plaintiff AMI. In
 13 connection with this transfer demand, Defendant DOMINION and Plaintiff AMI discussed the
 14 industry standard of Plaintiff AMI charging Defendant DOMINION a transfer fee of 1.5% of the gross
 15 annual billings. The parties then agreed that if Defendant DOMINION stayed current on its payables
 16 to Plaintiff AMI, Plaintiff AMI would waive this 1.5% transfer fee. In reliance upon this agreement,
 17 Plaintiff AMI transferred the requested accounts to Defendant DOMINION. Defendant DOMINION,
 18 however, failed to stay current on its payables to Plaintiff AMI. As a result, Defendant DOMINION
 19 owes Plaintiff AMI the 1.5% transfer fee for the transfer of accounts, which amounts to \$47,486.80.
 20

21 FIRST CAUSE OF ACTION

22 Breach of Contract

23 (Against All Defendants and Each of Them)

24 17. Plaintiff, by this reference, incorporates the allegations contained in paragraphs 1
 25 through 16 of this Complaint as though set forth in full herein.

26 18. As alleged above, in approximately June 2006 and June 2009 in Huntington Beach,
 27 California, Plaintiff AMI and Defendant DOMINION entered into written agreements, pursuant to
 28 which Defendant DOMINION agreed to pay Plaintiff AMI to place advertisements for Defendant

1 DOMINION's clients in various yellow pages directories. Further, pursuant to the 2009 agreement,
 2 Defendant DOMINION accepted "full responsibility for payment of all authorized advertising as billed
 3 under the terms outlines in this agreement" and agreed to pay all such invoices within ten (10) days of
 4 proof of publication. Defendant DOMINION further agreed that late charges of interest at the rate of
 5 1.5% per month would accrue 30 days after receipt of proof of publication.

6 19. Plaintiff AMI has performed all conditions, covenants, and promises required on its part
 7 to be performed in accordance with the terms and conditions of the 2009 Agreement. More
 8 specifically, in accordance with the terms of the 2009 Agreement, Plaintiff AMI placed advertisements
 9 for clients of Defendant DOMINION in various yellow pages directories and did all things reasonable
 10 and necessary in connection therewith. For this same period, Plaintiff AMI also issued credits to
 11 Defendant DOMINION for its share of commissions and bonus earnings as required by the 2009
 12 Agreement. Nevertheless, Defendant DOMINION has a current outstanding balance to Plaintiff AMI
 13 in the amount of \$599,364.51, which is the amount Defendant DOMINION agreed to pay under the
 14 2009 Agreement (i.e., the amount of the advertising charges plus any publisher extension or proration
 15 less commissions). Despite repeated demands for payment, Defendant DOMINION has refused to pay
 16 this outstanding balance.

17 20. Additionally, in or about August 2009, Defendant DOMINION purported to cancel its
 18 exclusive agreement with Plaintiff AMI and move its business elsewhere effective September 1, 2009.
 19 The 2009 Agreement, however, provides for a one-year term through May 31, 2010 and states that
 20 "this Agreement cannot be cancelled except for a material breach of the terms and conditions herein
 21 after the non-performing party has been served written notice and fails to correct said non-performance
 22 within 10 days of said notice of default." At all times mentioned herein, Plaintiff AMI has performed
 23 as required under both the 2006 Agreement and the 2009 Agreement with Defendant DOMINION and
 24 there is no contractual basis for Defendant DOMINION's cancellation of the 2009 Agreement. As a
 25 result of Defendant DOMINION's premature and wrongful cancellation of the 2009 Agreement,
 26 Plaintiff AMI has lost commissions of at least \$134,580.53 and lost bonus earnings of at least
 27 \$24,375.00.
 28

21. In or about November 2009, Defendant DOMINION obtained its own certification as Certified Marketing Representative and thereafter demanded the transfer of all of Defendant DOMINION's client accounts that had previously been serviced through Plaintiff AMI. In connection with this transfer demand, Defendant DOMINION and Plaintiff AMI discussed the industry standard of Plaintiff AMI charging Defendant DOMINION a transfer fee of 1.5% of the gross annual billings. Through a series of emails, the parties then agreed that if Defendant DOMINION stayed current on its payables to Plaintiff AMI, Plaintiff AMI would waive this 1.5% transfer fee. In reliance upon this agreement, Plaintiff AMI transferred the requested accounts to Defendant DOMINION. Defendant DOMINION, however, failed to stay current on its payables to Plaintiff AMI. As a result, Defendant DOMINION owes Plaintiff AMI the 1.5% transfer fee for the transfer of accounts, which amounts to approximately \$47,486.80.

22. As a result of the Defendant DOMINION's breach of the 2009 Agreement and the subsequent agreement regarding the negotiated transfer fee, Plaintiff AMI has suffered damages in an amount in excess of \$805,806.84, which includes Defendant DOMINION's outstanding balance of \$of \$599,364.51, lost commissions to Plaintiff AMI of at least \$134,580.53, lost bonus earnings to Plaintiff AMI of at least \$24,375.00, and the 1.5% transfer fee of at least \$47,486.80.

23. In addition, Plaintiff AMI has incurred attorney's fees and costs in bringing this action against Defendant DOMINION. The 2009 Agreement expressly provides that the prevailing party in any dispute between the parties shall be entitled to recover its actual attorney's fees and costs.

SECOND CAUSE OF ACTION

Common Count for Work, Labor and Services at Agreed Price [Indebitatus Assumpsit]

(Against All Defendants and Each of Them)

24. Plaintiff, by this reference, incorporates the allegations contained in paragraphs 1 through 23 of this Complaint as though set forth in full herein.

25. Between June 2009 and the present, in Huntington Beach, Orange County, California, Defendant DOMINION became indebted to Plaintiff AMI in the amount of \$599,364.51 for the placement advertisements for Defendant DOMINION's clients in various yellow pages directories. In

1 addition, Defendant DOMINION became indebted to Plaintiff AMI for the 1.5% transfer fee for the
2 transfer of accounts, which amounts to \$47,486.80.

3 26. Despite repeated demands for payment, Defendant DOMINION has refused to pay this
4 these amounts.

5 27. The contract on which this action is based provides that the prevailing party in any
6 dispute between the parties shall be entitled to recover its actual attorney's fees and costs. Plaintiff
7 AMI is therefore entitled to recover its fees and costs in bringing this action.

8 PRAYER

9
10 WHEREFORE, Plaintiff AMI prays for judgment against Defendants, as follows:

11 ON THE FIRST CAUSE OF ACTION

- 12 1. For compensatory damages of at least \$895,806.84, according to proof;
- 13 2. For interest at the contractual and/or legal rate, according to proof;
- 14 3. For attorney's fees and costs, including expert witness fees and costs, pursuant to the
15 parties' agreement;
- 16
- 17

18 ON THE SECOND CAUSE OF ACTION

- 19 1. For compensatory damages in an amount of at least \$646,851.31, according to proof;
- 20 2. For interest at the contractual and/or legal rate, according to proof;
- 21 3. For attorney's fees and costs, including expert witness fees and costs, pursuant to the
22 parties' agreement;
- 23
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- 28

ON ALL CAUSES OF ACTION

1. For such other and further relief as the Court may deem just and proper.

Dated: February 18, 2010

CALLAHAN & BLAINE, APLC

By: 

Stephen E. Blaine

David M. Darnell

Attorneys for Plaintiff AMI SERVICES, INC.

DEMAND FOR JURY TRIAL

Plaintiff AMI hereby demands a trial by jury of all factual issues arising hereunder.

Dated: February 18, 2010

CALLAHAN & BLAINE, APLC

By:


Stephen E. Blaine
David J. Darnell

Attorneys for Plaintiff AMI SERVICES, INC.

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1 TROUTMAN SANDERS LLP
Kevin F. Kieffer, Bar No. 192193
2 5 Park Plaza, Suite 1400
Irvine, CA 92614-2545
3 Telephone: 949.622.2700
Facsimile: 949.622.2739

4 Attorneys for Defendant
5 *Dominion Advertising, LLC*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 19 2010

ALAN CARLSON, Clerk of the Court

BY: I. YU, DEPUTY

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
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11 AMI SERVICES, INC., doing business as
Yellow Pages Direct, a California
12 corporation,

13 Plaintiffs,

14 v.

15 DOMINION ADVERTISING, LLC, a
Virginia limited liability company; and
16 DOES 1 through 15, inclusive,

17 Defendants.
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Case No. 30-2010 00345605

Assigned For All Purposes To:
Honorable Gregory Munoz
Department C13

ANSWER TO COMPLAINT FOR:

1. **BREACH OF CONTRACT; AND**
2. **COMMON COUNT**

Unlimited Jurisdiction

28 1034332v2

1 Defendant Dominion Advertising, LLC ("Defendant"), by and through its counsel,
2 answers the Complaint filed by Plaintiff AMI Services, Inc. ("Plaintiff") as follows:

3 1. Pursuant to Code of Civil Procedure § 431.30(d), Defendant denies, generally and
4 specifically, each and every allegation contained in the Complaint, and the whole thereof, and
5 denies that Plaintiff has or will sustain damages in any sum alleged, or in any other sum, or at all,
6 and denies that Plaintiff is entitled to any of the relief requested, by reason of any alleged act,
7 breach or omission on the part of Defendant, or any agent or employee of Defendant.

8
9 As for its affirmative defenses, Defendant alleges as follows:

10 **FIRST AFFIRMATIVE DEFENSE**

11 2. The Complaint fails to state a claim for which relief can be granted. Accordingly,
12 Plaintiff is barred from any recovery in this action.

13
14 **SECOND AFFIRMATIVE DEFENSE**

15 3. Plaintiff's causes of action are barred, in whole or in part, on the ground that
16 Plaintiff has not suffered any damages as a result of any actions by Defendant.

17
18 **THIRD AFFIRMATIVE DEFENSE**

19 4. Plaintiff's causes of action are barred, in whole or in part, because Defendant is
20 not the proper party to the Complaint.

21
22 **FOURTH AFFIRMATIVE DEFENSE**

23 5. Plaintiff's causes of action are barred, in whole or in part, because Plaintiff has not
24 substantially performed, nor has Plaintiff been excused from performing, all of Plaintiff's
25 obligations under the contract.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 6. Plaintiff's causes of action are barred, in whole or in part, because contract
3 requires Plaintiff to provide Defendant with an accounting, which Plaintiff has refused to do,
4 before any sums would be due Plaintiff.

5
6 **SIXTH AFFIRMATIVE DEFENSE**

7 7. Plaintiff's causes of action are barred, in whole or in part, by Plaintiff's own
8 actions or the actions of third parties, including but not limited to Plaintiff, and its agents,
9 members, owners, and employees, that contributed to or were the sole cause of damages Plaintiff
10 alleges to have suffered, if there were any damages.

11
12 **SEVENTH AFFIRMATIVE DEFENSE**

13 8. Plaintiff's causes of action are barred, in whole or in part, because Defendant owed
14 no legal duties to Plaintiff, and to the extent duties were owed, Plaintiff failed to bring the
15 requisite action within the applicable statute of limitations.

16
17 **EIGHTH AFFIRMATIVE DEFENSE**

18 9. Plaintiff's causes of action are barred, in whole or in part, because without
19 admitting to the existence of any duties or obligations alleged in the Complaint, any duties or
20 obligations which Plaintiff claims are owed by Defendant, have been fully performed, satisfied,
21 discharged or excused.

22
23 **NINTH AFFIRMATIVE DEFENSE**

24 10. Plaintiff's claims may be barred or diminished by Defendant's rights of set-off,
25 recoupment, and restitution.

26
27
28 1034332v2

TENTH AFFIRMATIVE DEFENSE

11. Plaintiff's causes of action are barred, in whole or in part, due to lack of privity with Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

12. Plaintiff's causes of action are barred, in whole or in part, by the doctrines of estoppel and/or waiver.

TWELFTH AFFIRMATIVE DEFENSE

13. Plaintiff's causes of action are barred, in whole or in part, by the statute of frauds and the parole evidence rule.

THIRTEENTH AFFIRMATIVE DEFENSE

14. Plaintiff's causes of action are barred, in whole or in part, by the doctrine of laches.

FOURTEENTH AFFIRMATIVE DEFENSE

15. Plaintiff's causes of action are barred, in whole or in part, by the doctrine of unclean hands.

FIFTEENTH AFFIRMATIVE DEFENSE

16. Plaintiff's causes of action that are based on contract are barred, in whole or in part, as a result of Plaintiff's failure to satisfy conditions precedent to the contract or to contractual obligations.

1034332v2

SIXTEENTH AFFIRMATIVE DEFENSE

17. Plaintiff's causes of action are barred, in whole or in part, because any duty or performance of Defendant was excused by reason of failure of consideration, waiver, breach of condition precedent, and breach by Plaintiff.

SEVENTEENTH AFFIRMATIVE DEFENSE

18. Plaintiff's causes of action are barred, in whole or in part, because Plaintiff's damages, if any, were caused by parties other than Defendant and not within the control of Defendant.

EIGHTEENTH AFFIRMATIVE DEFENSE

19. Plaintiff's causes of action are barred, in whole or in part, because Plaintiff failed to mitigate its damages, if any.

NINETEENTH AFFIRMATIVE DEFENSE

20. Plaintiff is not entitled to any equitable relief because there is an adequate remedy at law.

TWENTIETH AFFIRMATIVE DEFENSE

21. Defendant presently has insufficient knowledge and information upon which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. Defendant reserves its rights to assert additional affirmative defenses in the event discovery or investigation indicates it would be appropriate.

WHEREFORE, Defendant prays as follows:

1. That Plaintiff take nothing by way of their Complaint;
2. For Defendant's costs of suit;

1034332v2

1 3. For Defendant's attorneys' fees; and

2 4. For such other and further relief as the Court deems just and proper.

3 Dated: March 19, 2010

Respectfully submitted,

4 TROUTMAN SANDERS LLP

5
6 By: 
7 Kevin F. Kieffer

8 Attorneys for Defendant
9 *Dominion Advertising, LLC*

TROUTMAN SANDERS LLP
5 PARK PLAZA
SUITE 1400
IRVINE, CA 92614-2545

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PROOF OF SERVICE

AMI Services, Inc. v. Dominion Advertising, LLC, et al.
Orange County Superior Court Case No. 30-2010 00345605

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 5 Park Plaza, Suite 1400, Irvine, California 92614-2545.

On March 19, 2010, I served the following document(s) described as:

**ANSWER TO COMPLAINT FOR: 1. BREACH OF CONTRACT;
AND 2. COMMON COUNT**



BY FACSIMILE TRANSMISSION (C.C.P. § 1013(e)): As follows: The papers have been transmitted to a facsimile machine by the person on whom it is served at the facsimile machine telephone number as last given by that person on any document which he or she has filed in the cause and served on the party making the service. The copy of the notice or other paper served by facsimile transmission shall bear a notation of the date and place of transmission and the facsimile telephone number to which transmitted or be accompanied by an unsigned copy of the affidavit or certificate of transmission which shall contain the facsimile telephone number to which the notice of other paper was transmitted to the addressee(s).



BY MAIL: As follows: I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Irvine, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

On the interested parties in this action by placing a true and correct copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 19, 2010, at Irvine, California.


Tanya Nguyen

TROUTMAN SANDERS LLP
5 PARK PLAZA
SUITE 1400
IRVINE, CA 92614-2545

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SERVICE LIST

Stephen E. Blaine
David J. Darnell
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
10

11 AMI SERVICES, INC., doing business as
Yellow Pages Direct, a California
12 corporation,

13 Plaintiffs,

14 v.

15 DOMINION ADVERTISING, LLC, a
Virginia limited liability company; and
16 DOES 1 through 15, inclusive,

17 Defendants.

18
19 DOMINION ADVERTISING, LLC, a
Virginia limited liability company,

20 Cross-Complainant,

21 v.

22 AMI SERVICES, INC., doing business as
Yellow Pages Direct, a California
23 corporation,

24 Cross-Defendant.
25
26
27
28

Case No. 30-2010 00345605

Assigned For All Purposes To:
Honorable Gregory Munoz
Department C13

**DOMINION ADVERTISING, LLC'S
CROSS-COMPLAINT**

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